

Kamran Fattahi (Cal. Bar 150,343)  
 LAW OFFICES OF KAMRAN FATTAHI  
 15303 Ventura Boulevard, Suite 1400  
 Sherman Oaks, California 91403  
 Tel: (818) 205-0140  
 Fax: (818) 205-0145  
 E-mail: Kamran@FattahiLaw.com

Attorneys for Plaintiff  
 American Impex Corp.

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

AMERICAN IMPEX CORP., d/b/a	)	Civil Case No. CV09-7082 PA (Ex)
ACE FABRICS & TRIMS,	)	
	)	
Plaintiff,	)	<b>CONSENT JUDGMENT AND</b>
	)	<b>PERMANENT INJUNCTION</b>
v.	)	
	)	NOTE: CHANGES MADE BY THE
INTERNATIONAL ACE TEX, INC.;	)	COURT
PAYMAN MALEKAN; ETHAN	)	
MALEKAN; SEON MALEKAN; and	)	
DOES 1 through 10, inclusive,	)	
	)	
Defendants.	)	

**WHEREAS** Plaintiff American Impex Corp., d/b/a Ace Fabrics & Trims, (“Plaintiff”) and Ace Textile, Inc. (“Ace Textile”) were previously parties to an action before this Court that was filed on March 19, 2008 and was captioned as “American Impex Corp., d/b/a Ace Fabrics & Trims v. Ace Textile, Inc.; Civil Case No. CV-08-01948 PA (Ex)” (hereinafter “the Original Action”).

**WHEREAS** the Original Action primarily involved Plaintiff’s claims of trademark infringement and related unfair competition claims against Ace Textile resulting from the latter’s usage of the ACE and ACE TEXTILE trademarks and trade names in marketing and selling textiles and fabrics in violation of Plaintiff’s trademark and trade identity rights in its federally registered marks ACE and ACE FABRICS & TRIMS (i.e., U.S. Registration No. 3,472,010 for the mark ACE, and

1 U.S. Registration No. 3,472,011 for the mark ACE FABRICS & TRIMS).

2 **WHEREAS** Plaintiff and Ace Textile settled the Original Action by  
 3 entering into a Settlement Agreement having an Effective Date of February 17,  
 4 2009 (“2009 Settlement Agreement”). As a result of the 2009 Settlement  
 5 Agreement, on February 20, 2009, this Court entered an “Order Dismissing Action  
 6 With Prejudice,” which ended the Original Action between AIC and Ace Textile.  
 7 This Court retained exclusive jurisdiction over any action or motion relating to the  
 8 breach or enforcement of the 2009 Settlement Agreement.

9 **WHEREAS** Plaintiff filed a Complaint in the present action on September  
 10 29, 2009 (hereinafter “the Present Action”) against defendants International Ace  
 11 Tex, Inc., a California corporation, and individuals Payman Malekan, Ethan  
 12 Malekan, and Seon Malekan (collectively “Defendants”).

13 **WHEREAS** at the time of filing the Present Action, the corporate name of  
 14 “Ace Textile, Inc.,” had been changed with the State of California to “International  
 15 Ace Tex, Inc.,” and has now been re-changed to “International Acetex, Inc.,” and  
 16 therefore, the latter name refers to the same corporate entity as the named  
 17 defendant “International Ace Tex, Inc.” in the Present Action.

18 **WHEREAS** Peyman Malekan (erroneously named in the Present Action as  
 19 Payman Malekan) and Ethan Malekan, who are named as defendants in the Present  
 20 Action, are in fact one and the same individual, who may hereinafter be referred to  
 21 as Peyman “Ethan” Malekan, and therefore, the latter name refers to the  
 22 aforementioned named defendants in the Present Action.

23 **WHEREAS** the Complaint in the Present Action sets forth claims against  
 24 Defendants for breach of the 2009 Settlement Agreement, as well as claims similar  
 25 to those in the Original Action for trademark infringement, and related unfair  
 26 competition claims resulting from Defendants’ continued usage of Plaintiff’s ACE  
 27 and ACE TEXTILE trademarks and trade names.  
 28

**IT IS HEREBY ORDERED, DETERMINED AND ADJUDGED THAT:**

3. Effective February 15, 2010, Defendants International Ace Tex, Inc. (now “International Acetex, Inc.”), Peyman “Ethan” Malekan (named in the Present Action as Payman Malekan or Ethan Malekan), and Seon Malekan (collectively “Defendants”), and their officers, owners, agents, servants, employees, representatives, related entities, predecessors, successors, and assigns, and all persons, entities, or corporations in active concert and participation with any of them, are hereby permanently enjoined and ordered as follows:

a. Permanently enjoined from using any of the terms “Ace” or “Ace Textile” or “Ace Tex” – alone or in combination with other term(s) or designs or logos – in any and all formats and manners of use whatsoever, including but not limited to use of these terms as part of its corporate name, trade name, as part of a trademark or service mark, in marketing, advertising, selling, or distributing of goods or services in the field of textiles or fabrics, in telephone listings, websites or e-

1 mail addresses, store signage, invoicing, packaging, shipping, and in  
 2 all other things related to the same. However, the requirements of this  
 3 sub-paragraph are subject to the provisions in sub-paragraphs 3.b. and  
 4 3.c. below, which allow Defendants to use the term “ACETEX” as  
 5 specifically set forth in those sub-paragraphs.

- 6 b. Defendants may, however, adopt and use the terms “International  
 7 Acetex” and/or “International Acetex, Inc.” (hereinafter collectively  
 8 the “New Name”) as their corporate name, trade name, trademark or  
 9 service mark, in marketing, advertising, selling, or distributing of  
 10 goods or services in the field of textiles or fabrics, in telephone  
 11 listings, websites or e-mail addresses, store signage, invoicing,  
 12 packaging, shipping, and in all other things related to the same. As for  
 13 the corporation and its change of name to “International Acetex, Inc.,”  
 14 such change shall be done under the same existing corporate charter.
- 15 c. In adopting and using the New Name in all places and things set forth  
 16 above, the term “Acetex” shall appear as a single word without any  
 17 separation between its letters; the word “International” shall always  
 18 appear before the term “Acetex”; all the letters comprising the New  
 19 Name shall appear either as upper case or as lower case letters; all the  
 20 letters comprising the New Name shall be in the same size, color, font,  
 21 and styling; and the New Name shall not appear or be used in a way  
 22 that would highlight or give attention to the word “Ace”, including as  
 23 part of the term “ACETEX”, or to the term “ACETEX” (by way of  
 24 example, while “ACETEX”, or “Acetex”, or “acetex” may be used,  
 25 Defendants shall not use “AceTex” or “Ace Tex” or “Ace-Tex” or  
 26 “Ace-tex” or “Ace tex” or “ace tex” or “Ace/Tex” or “Ace/tex”).  
 27 Defendants shall bear sole responsibility for any claims that may be  
 28 brought by others for Defendants’ adoption and use of the New Name.

